

**Agreement between**  
**The Township of Deptford**  
**Gloucester County, New Jersey**  
**and**  
**Gloucester County Uniformed**  
**Fire Fighters Association**  
**International Association of Fire Fighters**  
**Local 3592**  
**A.F.L – C.I.O.-C.L.C**  
**Emergency Medical Services**

January 1, 2016 through December 31, 2018

#### PREAMBLE

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the TOWNSHIP OF DEPTFORD, in the County of Gloucester, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Township," and GLOUCESTER COUNTY UNIFORMED FIRE FIGHTERS ASSOCIATION, I.A.F.F. LOCAL NO. 3592, A.F.L. – C.I.O./C.L.C., hereinafter called the "Association," represents the complete and final understanding on all bargaining issues between the township and the Association.

#### PURPOSE

THIS AGREEMENT is entered into between the Township and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Township and its Association represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of the Township of Deptford and its employees.

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## **ARTICLE I**

### **RECOGNITION**

A. In accordance with the voluntary recognition pursuant to a "card check", the Township recognizes the Association as the exclusive collective negotiations agent for all paid full time Emergency Medical Technicians employed by the Township.

B. Unless otherwise indicated, the terms "Emergency Medical Technician", "employee" or "employees", when used in this Agreement, refer to people, male or female, represented by the Association in the above defined negotiating unit.

## **ARTICLE II**

### **NON-DISCRIMINATION**

A. The township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Township and the Association agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join and assist an employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employees' membership or non-membership or activity or non-activity in the Association.

## **ARTICLE III**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

A. Official representatives of the Association will be granted administrative leave with pay to attend the annual conventions of the Professional Fire Fighters Association of New Jersey and the international Association of Fire Fighters. The leave will be for a period of inclusive of the duration of the convention with reasonable time permitted for travel to and from the conventions.

B. Two (2) authorized Association Representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the executive of a new agreement for this unit.

C. Copies of disciplinary charges, or other notices relating to the disciplinary action, shall be furnished to the Association upon written authorization to the Township by the employee within a reasonable period of time thereafter. The township shall maintain a file of written refusals by the employees to authorize the Township to forward such documents to the Association. Copies of all disciplinary charges or notices relating to the disciplinary action against any member or non-member shall be furnished to the President or Shop Steward of the Association with seventy-two (72) hours of the presentation of the charges.

D. The association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Association recognizes that the conditions set forth in this article shall be subject to the mission of the Township.

E. Whenever an employee is to be questioned and he is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the association be present at all stages of questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to support disciplinary action.

F. Authorized representatives of the Association, whose names shall be filed in writing with the Township , or its designee, shall be permitted to visit any facility within Deptford Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief of Emergency Medical Services, or such other individuals designated by the Township in writing to perform such task, on condition that such prior approval shall not be interfere with the normal conduct of work within the facility.

G. In addition to the foregoing, if the State Delegate is elected from this bargaining unit, the Delegate will receive a maximum of nine (9)days annually without loss of pay to attend monthly State meetings. In order to receive said leave, the Delegate must give the Chief of Emergency Medical Services a minimum of two (2) weeks prior notice and must be scheduled to work on the day and time of the State monthly meeting.

H. Upon the request of the Association President, on duty employees shall be reasonably permitted to attend and participate in bargaining unit meetings without loss of pay when such bargaining unit meetings are held at a location mutually agreed upon by the

Association and Township. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises.

I. In addition to the foregoing, union representatives will receive relief from duty with full pay for the purpose of attending the contract administration, grievance processing or other union business relating to the Township on an as needed basis. The member requesting relief must make application to the Chief of Emergency Medical Services or his designee as soon as reasonably possible. Such request will not be unreasonably denied.

#### **ARTICLE IV**

##### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generally of the foregoing, the following rights:

1. To the executive management and administration control of the Township and its properties and facilities and the activities of its employees by utilizing personnel, method and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.

4. To hire all employees, to promote, transfer, assign, or retain employees in positions with the Township.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law and subject to the grievance procedure.

6. To lay off employees in the event of a lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

B. Pursuant to laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to extend such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purposed of this procedure is to secure, the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township staff.

3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

#### B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, procedures and contractual agreements, and administrative decisions affecting the terms and conditions of employment, and shall be raised by the Association on behalf of an individual or group of individuals.

#### C. Steps of the Grievance Procedure

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent.

Step One:

An aggrieved employee or employees shall institute action under the provision hereof within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Within fifteen (15) calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Chief of Emergency Medical Services with request that the Chief of Emergency Medical Services investigate and resolve same, if required. If the resolution of the grievance has not been reached within fifteen (15) working days of the submission to the Chief of Emergency Medical Services, the grievance may proceed to Step Two.

Step Two:

1. In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days of the Chief of Emergency Medical Services' or a Chief of Emergency Medical Services decision, file its written grievance with the Township Manager.

2. The Township Manager or his designee shall review the decision of the Chief of Emergency Medical Services, and, within ten (10) calendar days from receipt of the grievance, make written determination .

Step Three:

1. In the event the grievance has not been resolved in Step Two, the association may, within thirty (30) calendar days of the Township Manager's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commissions (PERC).



2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the township Manager. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whether costs it may incur in processing the case to arbitration.

D. Arbitration

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

2. The cost for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

3. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.

E. Group Grievances

Shall be defined as those affecting "substantially" all of the member so the Association shall be filed by the Association, and the Association only, at Step Twp.

F. Time Limits

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last Step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure.

## **ARTICLE VI**

### **MAINTENANCE AND OPERATIONS**

A. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. Neither the Association nor any person acting on its behalf will cause, authorize, engage in , sanction, assist or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the township.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any action by any other employee or group of employees of the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity of injunction or damages, or both, in the event of such breach by the Association or its members.

E. The Chief of Emergency Medical Services and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.

## **ARTICLE VII**

### **DUES, DEDUCTIONS, AND AGENCY SHOP**

A. The township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.)52:14-15.9e, as amended.

B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Chief Financial Officer during the month following the filing of such card with the Township.

C. If during the life of the is Agreement there shall be any change in the rate of the membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish the Township with new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Chief Financial Officer.

E. Any such written authorization may only be withdrawn between the period of the 1<sup>st</sup> of April and the 30<sup>th</sup> of June by filing a withdrawal notice with the Chief Financial Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit that fee to the majority representative.

1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

2. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

3. The sum representing the fair share fee shall not reflect the costs of financial support of the political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

4. Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year, the Association, if there is a change in cost of membership, shall provide advance written notice to the Township and any non-

member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Township or employee requesting same.

5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association, this appeal procedure shall in no way involve the Township or require the township to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the president of the Association, advising of such changed deduction.

## ARTICLE VIII

### EMPLOYEE RIGHTS AND PRIVILEGES

A. Nothing contained herein shall be construed to deny or restrict any employee such rights as he or she may have under New Jersey laws or other applicable laws and regulations, the rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Township or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.

C. Whenever an employee is required to appear before any Supervisor, Chief of Emergency Medical Services, Township Counsel or Township Representative concerning any matter which could adversely affect the continuation of that employee in their position, employment or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Local represent to advise them and represent them during such meeting or interview.

D. Any employee whose action may give rise to charges by the Township or any agent or representative thereof, either discipline or criminal, shall be advised prior to the any hearing or meeting with any agent or agents of the Township or Department. The affected employee shall be afforded all the rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which he or

she is under investigation. The employee shall have full access to counsel in any hearing or internal investigation scheduled by the Township.

- E. 1. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Association before they are established.
- 2. All written rules and regulations shall be provided to the employees immediately upon promulgation.

## ARTICLE IX

### HOURS AND OVERTIME

A. The normal work week for Emergency Medical Technicians will be eighty (80) hours in a two week period. The scheduled hours of work may vary from time to time to meet the needs of the Township. Nothing in this Agreement shall be construed as providing a guaranteed workday or work week.

B. Except in emergencies, the scheduled hours of work shall be posted at least seventy-two hours in advance. This provision shall not be construed to restrict the Township's right to scheduled compensatory time.

C. Overtime will be paid after a regular scheduled forty (40) hour work week in accordance with the Fair Labor Standards Act requirements for public agencies.

D. When an employee is recalled for duty, he or she shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate, so long as the recall is not contiguous with their regularly scheduled shift.

E. Whenever the Township determines EMT overtime is necessary, overtime will be offered in accordance with the following procedure:

- 1. Full-time paid E.M.T. employees of equal rank will first be offered the opportunity for overtime.
- 2. Part-time E.M.T.s will next be offered the opportunity for overtime.

F. Overtime will be distributed as equitably as possible in accordance with the above procedure.

G. Overtime shall be paid at the rate of one-and-one-half (1½) the employee's hourly rate. The employee may take overtime as paid or compensatory time. Compensatory time is limited to forty (40) hours.

## ARTICLE X

### EXCHANGE OF HOURS OF DUTY

A. The request for exchange of hours of duty by an employee may be granted by the Chief of Emergency Medical Services or his designee, at his discretion, provided such request has been made through channels and in conformance with the need of the Township. Such discretion shall not be unreasonably denied.

B. In exercising the provisions of this Article, no employee shall work more than two (2) shifts, and the provisions of Article IX shall not apply to the second shift unless the employee is ordered to work hours in excess of the first shift, in which case Article IX shall be applicable to those excess hours.

## ARTICLE XI

### SALARIES

A. All employees shall receive the following pay increases for the duration of this contract:

- a. 2016 – 2% increase in salary;
- b. 2017- 2% increase in salary
- c. 2018 - 2% increase in salary;

B. For purposes of this Article, all employees on the payroll as of January 1, 2004 shall have an anniversary date of January 1. All employees hired after January 1, 2004 shall have their date of hire as their anniversary date. Step increase shall be granted on Anniversary date of hire.

C. Any full-time employee who acts in the capacity of Duty Officer/Relief Officer shall receive an additional \$1.50 per hour, for any hours worked as Duty Officer/Relief Officer.

D. Employees who maintain a certification to operate a Mobility Assistance Vehicle (MAV) will receive a \$200 annual stipend. However, MAV certifications must be current through the entire calendar year in which an employee receives the stipend. Township will incur the cost of certifications and certification renewals for employees.

## **ARTICLE XII**

### **HOLIDAYS**

A. Emergency Medical Technicians shall be entitled to thirteen (13) paid holidays off per calendar year. The holidays shall be as follows:

- |                               |                      |
|-------------------------------|----------------------|
| 1. New Year's Day             | 7. Labor Day         |
| 2. Martin Luther King Jr. Day | 8. Columbus Day      |
| 3. Washington's Birthday      | 9. Election Day      |
| 4. Good Friday                | 10. Veteran's Day    |
| 5. Memorial Day               | 11. Thanksgiving Day |
| 6. Independence Day           | 12. "Black" Friday   |
|                               | 13. Christmas Day    |

B. All full-time employees working a holiday shall be paid for the holiday plus time and one-half.

## **ARTICLE XIII**

### **VACATIONS**

A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:

1. During the first calendar year of employment, employees shall be entitled to one (1) vacation day per month of employment.
2. From the beginning of the 2<sup>nd</sup> year of employment through the 4<sup>th</sup> calendar year of employment, employees shall be entitled to twelve (12) vacation days per year.
3. From the beginning of the 5<sup>th</sup> year of employment through the 6<sup>th</sup> calendar year of employment, employees shall be entitled to fifteen (15) vacation days per year.
4. From the beginning of the seventh year of employment through the 19<sup>th</sup> calendar year or more of employment, employees shall be entitled to twenty (20) vacation days per year.

B. The vacation year is January 1<sup>st</sup> through December 31<sup>st</sup>.

C. A maximum of five (5) days vacation may be carried over into the following year without approval of the Chief of Emergency Medical Services.

D. No more than two (2) weeks vacation be utilized in succession.

- E. An annual vacation schedule shall be prepared by the Chief of Emergency Medical Services or his designee in accordance with present practice.
- F. An employee who terminates his employment with the Township or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay at the time of termination. This time shall be prorated for the last year of employment.
- G. The Emergency Medical Technician vacation entitlement schedule shall be based on one (1) shift being defined as an eight (8) hour shift.
- H. Each employee shall be entitled to four (4) personal days per year.
- I. Personal days shall not be accumulative. Personal days not used will not be paid for or carried over.
- J. All vacation not used and accumulated will be paid at the time of retirement or otherwise leaving employment.

#### **ARTICLE XIV**

##### **SEPARATION, DEATH AND RETIREMENT**

- A. Employees shall retain all pension rights as EMT's as provided by all applicable laws.
- B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of fifty five (55) pursuant to N.J.S.A. 43:16A-5, or as a result of a disability pension, whether worked-connected or not, shall be paid for all accumulated vacation and other compensatory time as provided in this Agreement. Said payment shall be computed at the rate at the time of retirement based upon the base annual compensation.
- C. Employees intending to retire on other than disability pension shall accordingly notify the Township by September 1<sup>st</sup> of the previous year in which said retirement is to become effective.
- D. In the event of an employee's death, his or her estate or legal representative shall be paid for all accumulated vacation or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
- E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated compensatory time shall be paid at the rate of pay at the time of separation to the employee.
- F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty or retirement, all vacation and other compensatory time shall be pro-rated as of the first month if the resignation, death or retirement is effective after the fifteenth (15<sup>th</sup>) of



the month. Benefits shall be pro-rated on the calendar year from January 1<sup>st</sup> through December 31<sup>st</sup>.

G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, sick leave days, and other compensatory time which would have accrued from the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.

H. Separation shall be defined as a permanent cessation of the employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs or other temporary leaves.

## **ARTICLE XV**

### **SICK LEAVE**

A. Sick leave with pay shall be earned at the rate of one (1) day per month during the first calendar year of employment, and fifteen (15) days per year for each year of employment thereafter.

B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensated under Article XVI.

C. Employees' shall be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive work days.

D. The Township may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Township.

E. The Township may require an employee to be examined by a physician designated and compensated by the Township as a condition of the employee's continuation of sick leave or return to work.

F. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Chief of Emergency Medical Services or his designee at least three (3) hours prior to the start of their shift, if possible.

G. In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof may be required.

H. An employee who has exhausted their accumulated sick leave may, with the Township's approval, charge additional days of absence to vacation or personal days, or compensatory time, if available.

I. Employees leaving Township employment for any reason other than termination shall be paid 65% of accumulated sick leave up to a maximum of \$15,000.00.

J. The sick leave entitlement shall be based on one (1) work day being defined as an eight hour shift.

K. Employees may annually sell back unused sick leave in accordance with the Township's Personnel Policies and Procedures.

L. Employees may partake in a "Sick Time Swap," wherein an employee may share his or her sick time with another employee. For the purpose of this Agreement, the employee giving the sick time will be referred to as the "Giving Employee" and the employee receiving the sick time will be referred to as the "Receiving Employee." In the event a Giving Employee chooses to give a portion of their sick time to another employee, the Receiving Employee shall be paid for such sick time at the Receiving Employee's current pay scale. Any employee who wishes to participate in a Sick Time Swap must receiving prior written approval for same from the Chief of Emergency Medical Services and Township Manager.

## **ARTICLE XVI**

### **INJURY LEAVE**

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year. The employee shall continue to receive his/her payroll check and return any workers compensation check to the Township.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the township's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Worker's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employment of the Township prior to reimbursing the Township for such

advanced time, the employee shall be required to reimburse the Township for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an injury report to the Chief of Emergency Medical Services or officer in charge prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.

D. It is understood that the employee must file an injury report with the Township Clerk so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

F. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

G. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Township's appointed physician. Then the Township and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

## **ARTICLE XVII**

### **BEREAVEMENT LEAVE**

A. In the event of death of the employee's parents, spouse, children, brothers or sisters, the employee shall be granted time off without loss of pay commencing between the day of the death and the day after interment, but in no event to be more than five (5) consecutive work days.

B. Leave with pay for three (3) work days shall be granted in the case of the death of grandparents, mother-in-law, and father-in-law.

C. The Chief of Emergency Medical Services may grant leave without pay for anyone else not included.

D. If additional time is required, an employee may use accumulated compensatory or vacation time upon approval of the Chief of Emergency Medical Services.

E. An employee will request bereavement leave from the Chief of Emergency Medical Services at the earliest practicable time.

F. Proof of death may be required at the Chief of Emergency Medical Services' discretion.

G. A tour of duty for Emergency Medical Technicians is defined as an eight (8) hour shift.

H. Bereavement leave is specifically intended to participate in and/or attend funeral services.

#### **ARTICLE XVIII**

#### **MILITARY LEAVE**

A. Military leave shall be granted pursuant to State and Federal Statutes and Regulations

#### **ARTICLE XIX**

#### **LEAVE OF ABSENCE**

A. Leave of absence without any pay, in the discretion of the Township Manager, may be granted for good cause to any employee who has completed his or her probationary period.

B. Leave of absence can be any specified time period up to a maximum of one (1) year.

C. During a leave of absence, the Township will not be responsible to provide the employee with the benefits provided with Article XXV. However, if the employee wishes that coverage is extended to him during that leave, the Township will provide it but it must be paid by the employee prior to the township being billed.

#### **ARTICLE XX**

#### **PENSIONS**

A. All employees shall retain all pension rights afforded to them under applicable law.

## ARTICLE XXI

### JOB DESCRIPTION AND DUTIES

- A. The job descriptions and duties for all members of this bargaining unit shall be in accordance with each employee's job title as set forth by the New Jersey Civil Service Commission, N.J.S.A. Titles 11 and 11-A
- B. The Township will maintain on file a current copy of the Department of Civil Service descriptions for all required positions.
- C. The Township will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.

## ARTICLE XXII

### CLOTHING ALLOWANCE

- ~~A. The township will issue to all newly hired employees all uniforms accord to the clothing allowance as set for the in Appendix A attached hereto. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.~~
- B. Each successive year, each employee shall receive a five hundred dollar (\$500) clothing allowance to be used for the upkeep or replacement of work uniforms.
- C. The township will be responsible of the cost of changes in uniform and replacement of uniforms damaged or contaminated in the line of duty.
- D. Uniforms shall be worn on all duty hours except during physical fitness time. When working in and around station sand grounds, the uniform shirt may be removed (but employee must wear undershirt). The Chief of Emergency Medical Services shall determine the proper uniform for the work being performed.
- E. The Township will pay a vendor for the cost of cleaning up to five (5) complete work uniforms per employee, per work week, at the Township's expense.

## ARTICLE XXIII

### TRAVEL EXPENSES

- A. Employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using their personal automobile when so ordered and required by the Township, and shall be reimbursed for all non-vehicular expenses in connection with their

official duties when approved by the Chief of Emergency Medical Services. Any such expenses must be appropriately documented as a condition of reimbursement.

#### **ARTICLE XXIV**

##### **HOSPITALIZATION AND MEDICAL BENEFITS**

A. The Township agrees to provide each employee and their dependents with health, prescription and dental insurance coverage with participating in or equal to the State Health Benefits Plan. Employees are subject to contributions for health benefits in accordance with P.L. 2011 c. 78, which allows for the medical contributions to be deducted from the employee's paychecks pre-tax. The Section 125 Plan is also available to pay for deductibles and other health care costs incurred in accordance with IRS Regulations.

B. Any change in current plans or coverage shall be negotiated with and approved by the Association.

C. An employee can opt out of the Township health plan with proof the employee is covered by his or her spouse's health plan. If the employee opts out of the Township health plan ("Waiver"), such Waivers are limited to 25% or \$3,000, whichever is less, of the amount saved for employees with single coverage, 25% OR \$4,000, whichever is less, of the amount saved for employees with single plus one dependent coverage; and 25% or \$5,000, whichever is less, of the amount saved for employees with family coverage. The amount saved is the premium less the amount that the employee would be contributing if they were receiving health insurance. Waivers will not be granted to employees covered under another SHBP and the employee must provide proof of insurance. If an employee waives the benefit and loses coverage, the employee can be reinstated into SHBP at the phase-in period appropriate for their date of hire.

D. Medical benefits shall continue for the employee after retirement with twenty-five (25) years of service with the Township and twenty-five (25) years in the pension system (PERS). Benefits shall continue for the spouse for a total of five (5) years after the employee's retirement.

#### **ARTICLE XXV**

##### **COMMUNICABLE DISEASES**

A. The Chief of Emergency Medical Services or designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees responding to rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be

the employee's responsibility to notify the officer in charge and initial the completed C.D.F. form.

#### **ARTICLE XXVI**

#### **SAFETY CLAUSE**

A. The Association will be represented on the Township Safety Committee by the Chief of Emergency Medical Services or designee.

#### **ARTICLE XXVII**

#### **PROMOTIONS**

A. When the Township determines to create a promotional position(s), a notice will be posted, with a copy provided to the Association, advising of the nature of the position and the qualifications required therefore. All promotions will be made in accordance with N.J.S.A. 11 and 11-A, State of New Jersey, Civil Service Commission.

#### **ARTICLE XXVIII**

#### **BULLETIN BOARD**

A. The Association shall have the sole use of the designated Association bulletin board or portion of the bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all emergency organizations and other employee related matters.

B. Only material authorized by the signature of the Association Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.

C. The Township may require the Association to remove, from the bulletin board, any material that does not confirm to the intent of the above provision of this Article. Said material will be kept on file with the Association.

## **ARTICLE XXIX**

### **SERVICE RECORDS**

A. Service records shall be maintained pursuant to the Township personnel file procedures.

## **ARTICLE XXX**

### **PRINTING AND SUPPLYING AGREEMENT**

A. This Agreement and any future agreement shall be copied and supplied to each employee by the Township within forty-five (45) calendar days of execution at no cost to the employee.

## **ARTICLE XXXI**

### **STATUTORY AND LEGAL RIGHTS**

A. Nothing contained herein shall be construed to deny or restrict the Township or the employee from the exercise of its or their legal rights under R.S., 34:13A, R.S. 40, 40A or any other national, state, county or local laws or ordinance pertaining to the employees covered under this Agreement.

## **ARTICLE XXXII**

### **SEPARABILITY AND SAVINGS**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provisions shall be inoperative, but all other provision shall not be affected thereby and shall continue in full force and effect.



### **ARTICLE XXXIII**

#### **MAINTENANCE OF BENEFITS**

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.

B. All rights, privileges, and working conditions enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

### **ARTICLE XXXIV**

#### **JURY DUTY**

A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.

B. Employees volunteering for jury duty shall not receive paid time off for jury duty.

C. Any payments for jury duty other than travel shall be given to the Township.

### **ARTICLE XXXV**

#### **EMERGENCY LEAVE**

A. Employees must be granted emergency leave with the approval of the Chief of Emergency Medical Services and the Township Manager for bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employee's option, against the employee's vacation, personal or compensatory time balance.

### **ARTICLE XXXVI**

#### **FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral and written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Township and Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

#### **ARTICLE XXXVII**

#### **SUPERSEDING CLAUSE**

A. This Agreement supersedes any and all other agreements, ordinances, resolutions and/or directives dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

#### **ARTICLE XXXVIII**

#### **TRAINING**

A. The Township of Deptford endorses a policy of career development and supports an educational assistance program. All employees shall be eligible for the township's tuition reimbursement in accordance with its personnel policies and procedures.

B. Township-sponsored and required training shall generally be arranged during regularly scheduled work hours. Additionally, the Township will fund training required to maintain employee certifications. The Chief of Emergency Medical Services may change the standard work hours to accommodate or require attendance at such training activities.

**ARTICLE XXXIX**

**DURATION, TERM AND RENEWAL**

THIS AGREEMENT shall be effective January 1, 2016 and shall remain in full force and effect through and including December 31, 2018. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first set forth above.

**TOWNSHIP OF DEPTFORD**

**I.A.F.F. LOCAL 3592 AFL-CIO**

By: Paul Delaney  
Mayor

By: [Signature]

WITNESS: [Signature]

WITNESS: Debra Williams

Date: 12-21-15

Date: 12/21/15

## APPENDIX A

### INITIAL CLOTHING ALLOWANCE LIST

A. The clothing list shall be as follows:

5 short sleeve shirts

5 long sleeve shirts

5 pairs of pants

1 pair of shoes (\$110.00 per pair maximum expenditure by the Township)

1 belt

1 winter/spring coat

1 pair turnout type glove

In addition, any uniforms damaged in the line of duty shall be replaced by the Township.